
State: District of Columbia **First Filing Company:** Twin City Fire Insurance Company, ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0022 Other
Product Name: PRIVATE CHOICE PREMIER PROGRAM
Project Name/Number: PRIVATE CHOICE PREMIER PROGRAM/FN.13HS.717.2020.03

Filing at a Glance

Companies: Twin City Fire Insurance Company
Hartford Fire Insurance Company

Product Name: PRIVATE CHOICE PREMIER PROGRAM

State: District of Columbia

TOI: 17.0 Other Liability-Occ/Claims Made

Sub-TOI: 17.0022 Other

Filing Type: Form

Date Submitted: 02/13/2020

SERFF Tr Num: HART-132261723

SERFF Status: Submitted to State

State Tr Num:

State Status:

Co Tr Num: FN.13HS.717.2020.03

Effective Date: On Approval

Requested (New):

Effective Date: On Approval

Requested (Renewal):

Author(s): Elsie Rodriguez

Reviewer(s):

Disposition Date:

Disposition Status:

Effective Date (New):

Effective Date (Renewal):

State: District of Columbia **First Filing Company:** Twin City Fire Insurance Company, ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0022 Other
Product Name: PRIVATE CHOICE PREMIER PROGRAM
Project Name/Number: PRIVATE CHOICE PREMIER PROGRAM/FN.13HS.717.2020.03

General Information

Project Name: PRIVATE CHOICE PREMIER PROGRAM Status of Filing in Domicile: Pending
Project Number: FN.13HS.717.2020.03 Domicile Status Comments: recently file in our domicile states
Reference Organization: N/A Reference Number: N/A
Reference Title: N/A Advisory Org. Circular: N/A
Filing Status Changed: 02/13/2020
State Status Changed: Deemer Date:
Created By: Elsie Rodriguez Submitted By: Elsie Rodriguez
Corresponding Filing Tracking Number:

Filing Description:
PRIVATE CHOICE PREMIER PRODUCT
FORMS FILING

Attached for your review and approval are several forms to be used with the Private Choice Premier product currently on file with your Department under filing no. FN.13HS.717.2016.01 and all subsequent filings for this product. This filing has no rate impact.

The policy shall be executed on behalf of the company by a duly authorized person and the corporate name of the company shall be affixed to the policy.

Company and Contact

Filing Contact Information

Elsie Rodriguez, Comm Lines Specialty Account Analyst
Hartford Plaza T-18-87
690 Asylum Avenue
Hartford, CT 06115
elsie.rodriguez@thehartford.com
860-547-2485 [Phone]
806-547-3838 [FAX]

Filing Company Information

Twin City Fire Insurance Company	CoCode: 29459	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06155	Group Name: The Hartford Ins.	State ID Number:
(860) 547-5000 ext. [Phone]	Group	
	FEIN Number: 06-0732738	

Hartford Fire Insurance Company	CoCode: 19682	State of Domicile: Connecticut
Hartford Plaza	Group Code: 91	Company Type:
690 Asylum Avenue	Group Name: The Hartford Ins.	State ID Number:
Hartford, CT 06155	Group	
(860) 547-5000 ext. [Phone]	FEIN Number: 06-0383750	

Filing Fees

Fee Required? No

State: District of Columbia **First Filing Company:** Twin City Fire Insurance Company, ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0022 Other
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Retaliatory? No

Fee Explanation:

State:	District of Columbia	First Filing Company:	Twin City Fire Insurance Company, ...
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0022 Other		
Product Name:	PRIVATE CHOICE PREMIER PROGRAM		
Project Name/Number:	PRIVATE CHOICE PREMIER PROGRAM/FN.13HS.717.2020.03		

Correspondence Summary

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Premier Amendatory – for Notice Managers / HR Director (EPL Only) / Risk Manager / CEO / CFO	Elsie Rodriguez	02/14/2020	02/14/2020

State:

District of Columbia

First Filing Company:

Twin City Fire Insurance Company, ...

TOI/Sub-TOI:

17.0 Other Liability-Occ/Claims Made/17.0022 Other

Product Name:

PRIVATE CHOICE PREMIER PROGRAM

Project Name/Number:

PRIVATE CHOICE PREMIER PROGRAM/FN.13HS.717.2020.03

Amendment Letter

Submitted Date:

02/14/2020

Comments:

Please note a correction was made to the attached form by removing the comment.

My apologies for the oversight.

Thank you

Elsie Rodriguez

Changed Items:

Form Schedule Item Changes									
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Premier Amendatory – for Notice Managers / HR Director (EPL Only) / Risk Manager / CEO / CFO	PP 00 H136 00 0220		END	New			PP00H136.pdf	Date Submitted: 02/14/2020 By:
Previous Version									
1	Premier Amendatory – for Notice Managers / HR Director (EPL Only) / Risk Manager / CEO / CFO	PP 00 H136 00 0220		END	New			PP00H136.pdf	Date Submitted: 02/13/2020 By: Elsie Rodriguez

No Rate Schedule Items Changed.

No Supporting Documents Changed.

State: District of Columbia

First Filing Company:

Twin City Fire Insurance Company, ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0022 Other

Product Name: PRIVATE CHOICE PREMIER PROGRAM

Project Name/Number: PRIVATE CHOICE PREMIER PROGRAM/FN.13HS.717.2020.03

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Premier Amendatory – for Notice Managers / Risk Manager / General Counsel / Equivalent	PP 00 H135 00 0220		END	New			PP00H135.pdf
2		Premier Amendatory – for Notice Managers / HR Director (EPL Only) / Risk Manager / CEO / CFO	PP 00 H136 00 0220		END	New			PP00H136.pdf
3		Premier Amendatory – for Notice Managers / General Counsel / Risk Manager / Equivalent	PP 00 H137 00 0220		END	New			PP00H137.pdf
4		Premier Amendatory – for Notice Managers / Risk Manager / General Counsel / Chief Financial Officer	PP 00 H138 00 0220		END	New			PP00H138.pdf
5		Anti-Trust Exclusion – Defense Costs Carveback (Directors, Officers and Entity Liability Coverage Part)	PP 00 H379 00 0220		END	New			PP00H379.pdf
6		Premier Amendatory – for Notice Managers / General Counsel / Risk Manager / Equivalent	PP 00 H380 00 0220		END	New			PP00H380.pdf
7		Delete Product Exclusion and Amend Professional Services Exclusion All Insuring Agreements / Preamble / Failure to Supervise Exception (Directors, Officers and Entity Liability Coverage Part)	PP 00 H381 00 0220		END	New			PP00H381.pdf

State:	District of Columbia	First Filing Company:	Twin City Fire Insurance Company, ...
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0022 Other		
Product Name:	PRIVATE CHOICE PREMIER PROGRAM		
Project Name/Number:	PRIVATE CHOICE PREMIER PROGRAM/FN.13HS.717.2020.03		

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
8		Delete Product Exclusion and Amend Professional Services Exclusion Preamble / Failure to Supervise Exception (Directors, Officers and Entity Liability Coverage Part)	PP 00 H382 00 0220		END	New			PP00H382.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part of policy number:

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PREMIER AMENDATORY – FOR NOTICE MANAGERS
RISK MANAGER / GENERAL COUNSEL / EQUIVALENT**

This endorsement modifies insurance provided under the following:

PRIVATE CHOICE PREMIERSM POLICY

As used in any purchased **Liability Coverage Part(s)** forming part of this Policy, the definition of **“Notice Manager”** in section II., **DEFINITIONS**, is deleted and replaced with the following:

- **“Notice Manager”** means the Risk Manager, General Counsel, or any equivalent position to the foregoing, of the **Insured Entity**.

COMMON TERMS AND CONDITIONS is amended in the following manner:

I. Section **II. DEFINITIONS**, is amended to include:

- **“Bankruptcy Law”** means Title 11 of the United States Bankruptcy Code (as amended), or any similar state, local, or foreign law.
- **“Foreign Jurisdiction”** means any jurisdiction, other than the United States or any of its territories or possessions.

II. Section **VII. DEFENSE AND SETTLEMENT, (G)**, is deleted and replaced by the following:

- (G) With respect to a covered **Claim** for which the Insurer does not have the duty to defend, subject to section XI (B) the Insurer shall advance on behalf of the **Insureds** those **Defense Costs** which the **Insureds** have incurred in connection with **Claims** made against them, on a current basis, but no later than ninety (90) days after receipt by the Insurer of such defense bills, provided always that to the extent it is established that any such **Defense Costs** are not covered under this Policy, the **Insureds** agree to repay to the Insurer such non-covered **Defense Costs**.

III. Section **XIV. CHANGES IN EXPOSURE** is amended to include the following:

- In the event of an initial public offering (“IPO”) the **Named Entity** may cancel this Policy effective as of the 12:01 on the date of such IPO and the Insurer shall retain the pro rata proportion of the premium calculated as of the effective date of such cancellation, notwithstanding any term or condition of this Policy to the contrary.

IV. Section **XV. SUBROGATION, (B)** is deleted and replaced by the following:

(B) Solely with respect to all **Liability Coverage Parts**, the Insurer shall not exercise its rights of subrogation against an **Insured Person** under this Policy unless such **Insured Person** has:

- (1)** obtained any personal profit, remuneration or advantage to which such **Insured Person** was not legally entitled, or
- (2)** committed a criminal or deliberately fraudulent act or omission or any willful violation of law,

and if a final non-appealable adjudication of the underlying proceeding establishes such personal profit, remuneration, advantage, act, omission, or violation.

V. Section **XVI. APPLICATION, (B) (1) (b)** is deleted and replaced by the following:

(b) knowledge possessed by any chief executive officer or chief financial officer of the **Named Entity**, or anyone signing the **Application**, shall be imputed to all **Insured Entities**. No other person's knowledge shall be imputed to an **Insured Entity**.

VI. Section **XVI. APPLICATION, (B) (2) (c)** is deleted and replaced by the following:

(c) an **Insured Entity**, under Insuring Agreements (C) and (D), if any chief executive officer or chief financial officer to the foregoing of the **Named Entity**, or anyone signing the **Application**, knew as of the Inception Date of this Policy the facts that were so misrepresented in the **Application**.

VII. Section **XIX. BANKRUPTCY OR INSOLVENCY** is amended to include the following:

It is understood that the coverage provided under the Directors, Officers and Entity Liability Coverage Part is intended to protect and benefit **Managers**. In the event that a liquidation or reorganization proceeding is commenced by an **Insured Entity** (whether voluntarily or involuntarily) under **Bankruptcy Law** then, in regard to a **Claim** under this policy, the **Insureds** agree:

- (1)** to waive and release any automatic stay or injunction to the extent it may apply in such proceeding to the proceeds of this Policy under **Bankruptcy Law**; and
- (2)** not to oppose or object to any efforts by the Insurer or any **Insured** to obtain relief from any stay or injunction applicable to the proceeds of this Policy resulting from the commencement of a proceeding under **Bankruptcy Law**.

VIII. The following section is added to **COMMON TERMS AND CONDITIONS**:

INJUNCTIVE RELIEF

It is understood and agreed, wherever the phrase "non-monetary relief" is used in the Policy, "injunctive relief" is included therein.

SEVERABILITY OF EXCLUSIONS

For the purposes of determining the applicability of the exclusions of the **Liability Coverage Parts**, no **Wrongful Act** of any **Insured** shall be imputed to any other **Insured**.

If purchased, the **DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART** is amended in the following manner:

I. The definition of “**Entity Claim**” in section **II. Definitions**, is amended to include:

Entity Claim also means any formal or informal investigation brought against any **Insured Entity** seeking monetary or nonmonetary relief and commenced by the service of a complaint or similar pleading, the return of an indictment or criminal information, or the receipt or filing of notice of charges or similar document.

II. The definition of “**Insured Person Claim**” in section **II. DEFINITIONS, (4)** is deleted and replaced with the following:

(4) formal or informal civil, criminal, administrative or regulatory investigation of an **Insured Person** in which such **Insured Person** is being investigated pursuant to a Wells Notice, target letter (within the meaning of Title 9, §11.151 of the U.S. Attorney's Manual), subpoena or similar document, as someone against whom a proceeding as set forth above may be brought.

III. The definition of “**Outside Entity**” in section **II. DEFINITIONS, (1)** is deleted and replaced by the following:

(1) any not-for-profit entity classified by the Internal Revenue Code of 1986 and any amendments thereto,

IV. Section **IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, (D)** is deleted and replaced by the following:

(D) for any:

(1) actual or alleged discharge, dispersal, release, or escape of **Pollutants**, or any threat of such discharge, dispersal, release or escape; or

(2) direction, request or voluntary decision to test for, abate, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**;

provided, however, that this exclusion shall not apply to **Loss** otherwise covered under Insuring Agreement A or to the portion of **Loss** directly resulting from: (i) a civil proceeding brought by a security holder of an **Insured Entity**, in their capacity as such, that is brought and maintained without the solicitation, assistance, or active participation of any **Insured Entity** or **Manager**; or (ii) a **Derivative Action** or a **Derivative Demand**.

V. Section **IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, (F)** is deleted and replaced by the following:

(F) for any actual or alleged violation of **ERISA** and any amendment thereto or any similar law; provided that this exclusion shall apply only with respect to the **Insured Entity's** welfare or benefit plans;

VI. Section **IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, (G) (8)** is deleted and replaced by the following:

(8) an **Insured Person Claim** made by the Examiner, Trustee, Receiver, Liquidator, Creditor(s) Committee of the **Insured Entity** or any assignee thereof, or a **Claim** by the

Entity as **Debtor-In-Possession** after such Examiner, Trustee, Receiver or Liquidator has been appointed, in the event of **Financial Insolvency**, if such **Claim** is made without the solicitation, assistance or active participation of any **Manager**;

VII. Section **IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, (K) and (L)** are both amended in the following manner:

- The phrase “judgment or other” is deleted; and
- The following paragraph is added:

It is understood and agreed that an alternative dispute resolution (ADR) proceeding shall not be considered “final, non-appealable adjudication” for the purpose of determining the applicability of this exclusion, unless the parties have agreed, or it has been judicially determined, that the ADR determination is not subject to appeal or similar judicial intervention. Provided, also, that for **Wrongful Acts** which are treated as a criminal violation in a **Foreign Jurisdiction** that are not treated as a criminal violation in the United States of America, the imposition of criminal fines or other criminal sanctions in such **Foreign Jurisdiction** will not, by itself, be conclusive that a deliberate fraudulent or intentional criminal act occurred;

VIII. The following subparagraph is deleted from section **IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS**:

“Regarding exclusions (K) and (L) above: The Wrongful Act of an Insured shall not be imputed to any other Insured.”

IX. Section **V. EXCLUSIONS APPLICABLE TO INSURING AGREEMENT (C), (A) (1)** is deleted and replaced by the following:

- (1) The Insurer shall not pay **Loss** under Insuring Agreement (C) for any actual or alleged liability under any contract or agreement, provided that this exclusion shall not apply to the extent that liability would have been incurred in the absence of such contract or agreement. However, this exclusion shall not apply to the portion of **Loss** directly resulting from: (i) a civil proceeding brought by a security holder of an **Insured Entity**, in their capacity as such, that is brought and maintained without the solicitation, assistance, or active participation of any **Insured Entity** or **Manager**; or (ii) a **Derivative Action** or a **Derivative Demand**;

If purchased, the **EMPLOYMENT PRACTICES LIABILITY COVERAGE PART** is amended in the following manner:

I. Section **I. INSURING AGREEMENTS, (A)** is amended by the addition of the following:

The foregoing notwithstanding, **Loss** resulting from a **Employee Data Privacy Wrongful Act** shall be subject to a Sub-limit of Liability of $\leq \$\text{AMOUNT} \geq$ (the “Employee Data Sub-Limit”). The Employee Data Sub-limit shall be the maximum aggregate amount that the Insurer shall pay during the **Policy Period** for all such **Loss** from all **Claims** covered under this Insuring Agreement, which amount is part of, and not in addition to, the maximum aggregate limit of liability under Employment Practices Liability Coverage Part as set forth in ITEM 5 of the Declarations.

II. The definition of “**Employment Practices Claim**” in section **II. DEFINITIONS, (3)** deleted and replaced by the following:

- (3) a formal or informal investigation, administrative or regulatory proceeding, including, without limitation, a proceeding before the Equal Employment Opportunity Commission or similar governmental agency, commenced by the **Insured’s** receipt of a notice of charges, formal

investigative order or similar document, or by the **Insured's** having evidence of a filing related thereto; or

III. The definition of "**Employment Practices Wrongful Act**" in section II. **DEFINITIONS** is deleted and replaced by the following:

- "**Employment Practices Wrongful Act**" means any:
 - (1) wrongful dismissal, discharge, or termination of employment (including constructive dismissal, discharge, or termination), wrongful failure or refusal to employ or promote, wrongful discipline or demotion, failure to grant tenure, negligent employment evaluation, or wrongful deprivation of career opportunity;
 - (2) sexual or other workplace harassment, including bullying in the workplace, quid pro quo and hostile work environment;
 - (3) employment discrimination, including discrimination based upon age, gender, race, color, national origin, religion, creed, marital status, sexual orientation or preference, gender identity or expression, genetic makeup, or refusal to submit to genetic makeup testing, pregnancy, disability, HIV or other health status, Vietnam Era Veteran or other military status, or other protected status established under federal, state, or local law, including any such discrimination as a result of disparate treatment;
 - (4) **Retaliation**;
 - (5) breach of any oral, written, or implied employment contract, including, without limitation, any obligation arising from a personnel manual, employee handbook, or policy statement;
 - (6) employment-related defamation (including libel and slander) or misrepresentation;
 - (7) employment-related violation of the Age Discrimination in Employment Act, the Family and Medical Leave Act and the Equal Pay Act; or
 - (8) violation of the Uniformed Services Employment and Reemployment Rights Act;
 - (9) employment-related wrongful infliction of mental anguish or emotional distress;
 - (10) failure to create, provide for or enforce adequate or consistent employment-related policies and procedures; or
 - (11) employment-related invasion of privacy, including, without limitation, an **Employee Data Privacy Wrongful Act**.

Employment Practices Wrongful Act also means the following, but only when alleged in addition to or as part of any **Employment Practices Wrongful Act** described above:

- (a) the negligent retention, supervision, hiring or training of **Employees** or **Independent Contractors**;
- (b) employment-related false arrest or imprisonment; or
- (c) the breach of an **Independent Contractor Agreement**.

IV. Section **III. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, (A) (1)** is deleted and replaced by the following:

(1) for bodily injury, sickness, disease, death, or non-employment related: invasion of privacy, false arrest or imprisonment, abuse of process, malicious prosecution, trespass, nuisance or wrongful entry or eviction, assault, battery, or loss of consortium; or for injury to or destruction of any tangible property including loss of use or diminution of value thereof; provided, however, that this exclusion shall not apply to that portion of Loss that directly results from employment-related:

(a) defamation (including libel and slander) or misrepresentation;

(b) wrongful infliction of mental anguish or emotional distress, or invasion of privacy (including, without limitation, an **Employee Data Privacy Wrongful Act**); or

(c) false arrest or imprisonment when alleged in connection with an otherwise covered **Employment Practices Wrongful Act**.

V. Section **IV. EXCLUSIONS APPLICABLE TO INSURING AGREEMENTS (B)** is deleted.

If purchased, the **FIDUCIARY LIABILITY COVERAGE PART** is amended in the following manner:

I. The definition of "**Damages**" in section **II. DEFINITIONS** is amended as follows:

- Sub-paragraph (7) is deleted; and
- Sub-paragraph (a) (iv), is amended by deleting the bullet therein which stated:
 - under the English Pension Scheme Act of 1993, the English Pension Act of 1995, or the Pensions Act of 2004 and 2008 (all as amended from time to time) by the Pensions Regulator; or

and replacing it with the following:

- by either the United Kingdom's Pensions Ombudsman or the Pension Regulator or any successor body thereto; or

II. The definition of "**Fiduciary Claim**" in section **II. DEFINITIONS, (4)** is deleted and replaced with the following:

(4) formal or informal investigation (other than a **Pre-Claim Inquiry**), administrative or regulatory proceeding commenced by the filing or service of a notice of charges, formal investigative order or similar document, including an investigation by the Department of Labor or Pension Benefit Guaranty Corporation or any governmental authority equivalent that is located outside of the United States (including the Pensions Ombudsman appointed by the United Kingdom Secretary of State for Work and Pensions or by the United Kingdom Occupational Pensions Regulatory Authority or any successor thereto).

III. Section **III. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, (A), (7) and (8)** are amended by deleting the phrase "judgment or other" and to include the following:

- The phrase "judgment or other" is deleted; and
- The following paragraph is added:

It is understood and agreed that an alternative dispute resolution (ADR) proceeding shall not be considered "final, non-appealable adjudication" for the purpose of determining the applicability of this exclusion, unless the parties have agreed, or it has been judicially determined, that the ADR determination is not subject to appeal or similar judicial intervention. Provided, also, that for **Wrongful Acts** which are treated as a criminal violation in a **Foreign Jurisdiction** that are not treated as a criminal violation in the United States of America, the imposition of criminal fines or other criminal sanctions in such **Foreign Jurisdiction** will not, by itself, be conclusive that a deliberate fraudulent or intentional criminal act occurred;

IV. The following subparagraph is deleted from section **III. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, (A)**:

"Regarding exclusions (7) and (8) above: The **Wrongful Act** of an **Insured** shall not be imputed to any other **Insured**."

All other terms and conditions remain unchanged.

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part of policy number:

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PREMIER AMENDATORY – FOR NOTICE MANAGERS
HR DIRECTOR (EPL ONLY) / RISK MANAGER / CEO / CFO**

This endorsement modifies insurance provided under the following:

PRIVATE CHOICE PREMIERSM POLICY

As used in any purchased **Liability Coverage Part(s)** forming part of this Policy, the definition of **“Notice Manager”** in section **II. DEFINITIONS**, is deleted and replaced with the following:

- **“Notice Manager”** means the Human Resources Director of the **Insured Entity** (but only with respect to notice obligations set forth under the EMPLOYMENT PRACTICES LIABILITY COVERAGE PART), and the Risk Manager, Chief Executive Officer, or Chief Financial Officer of the **Insured Entity**.

COMMON TERMS AND CONDITIONS is amended in the following manner:

I. Section **II. COMMON DEFINITIONS** is amended to include:

- **“Bankruptcy Law”** means Title 11 of the United States Bankruptcy Code (as amended), or any similar state, local, or foreign law.

II. The definition of **“Claim”** in section **II. COMMON DEFINITIONS** is amended to include:

- With respect to the **Liability Coverage Parts**, the definition of **Claim** shall include any request, demand or subpoena by a regulatory, administrative, governmental or similar authority, pursuant to the United Kingdom Corporate Manslaughter and Corporate Homicide Act of 2007 or any similar criminal statute, to interview or depose an **Insured Person**, or for the production of documents by an **Insured Person**, in his or her capacity as such.

III. The definition of **“Manager”** in section **II. COMMON DEFINITIONS** is amended to include:

- **Manager** also means an actual or alleged de facto or shadow director of an **Insured Entity** while acting on behalf of the **Insured Entity** and to whom the **Insured Entity** has a written indemnification agreement.

IV. Section **VII. DEFENSE AND SETTLEMENT, (G)**, is deleted and replaced by the following:

- (G) With respect to a covered **Claim** for which the Insurer does not have the duty to defend, subject to section XI (B) the Insurer shall advance on behalf of the **Insureds** those **Defense Costs** which the **Insureds** have incurred in connection with **Claims** made against them, on a current basis, but no later than sixty (60) days after receipt by the Insurer of such defense bills, provided always that to the extent it is established that any such **Defense Costs** are not covered under this Policy, the **Insureds** agree to repay to the Insurer such non-covered **Defense Costs**.

V. Section **XIV. CHANGES IN EXPOSURE** is amended to include the following:

- In the event of an initial public offering ("IPO"), the **Named Entity** may cancel this Policy effective as of the 12:01 on the date of such IPO and the Insurer shall retain the pro rata proportion of the premium calculated as of the effective date of such cancellation, notwithstanding any term or condition of this Policy to the contrary.

VI. Section **XV. SUBROGATION, (B)**, is deleted and replaced by the following:

- (B) Solely with respect to all **Liability Coverage Parts**, the Insurer shall not exercise its rights of subrogation against an **Insured Person** under this Policy unless such **Insured Person** has:

- (1) obtained any personal profit, remuneration or advantage to which such **Insured Person** was not legally entitled, or
- (2) committed a criminal or deliberately fraudulent act or omission or any willful violation of law,

and if a judgment or other final non-appealable adjudication of the underlying proceeding establishes such personal profit, remuneration, advantage, act, omission, or violation.

VII. Section **XVI. APPLICATION, (B) (1) (b)**, is deleted and replaced by the following:

- (b) knowledge possessed by any chief executive officer or chief financial officer of the **Named Entity**, or anyone signing the **Application**, shall be imputed to all **Insured Entities**. No other person's knowledge shall be imputed to an **Insured Entity**.

VIII. Section **XVI. APPLICATION, (B) (2) (c)**, is deleted and replaced by the following:

- (c) an **Insured Entity**, under Insuring Agreements (C) and (D), if any chief executive officer or chief financial officer to the foregoing of the **Named Entity**, or anyone signing the **Application**, knew as of the Inception Date of this Policy the facts that were so misrepresented in the **Application**.

IX. Section **XIX. BANKRUPTCY OR INSOLVENCY** is amended to include the following:

It is understood that the coverage provided under the Directors, Officers and Entity Liability Coverage Part is intended to protect and benefit **Managers**. In the event that a liquidation or reorganization proceeding is commenced by an **Insured Entity** (whether voluntarily or involuntarily) under **Bankruptcy Law** then, in regard to a **Claim** under this policy, the **Insureds** agree:

- (1) to waive and release any automatic stay or injunction to the extent it may apply in such proceeding to the proceeds of this Policy under **Bankruptcy Law**; and

- (2) not to oppose or object to any efforts by the Insurer or any **Insured** to obtain relief from any stay or injunction applicable to the proceeds of this Policy resulting from the commencement of a proceeding under **Bankruptcy Law**.

X. The following sections are added to the **COMMON TERMS AND CONDITIONS**:

INJUNCTIVE RELIEF

It is understood and agreed, wherever the phrase “non-monetary relief” is used in the Policy, “injunctive relief” is included therein.

SEVERABILITY OF EXCLUSIONS

For the purposes of determining the applicability of the exclusions of the **Liability Coverage Parts**, no **Wrongful Act** of any **Insured** shall be imputed to any other **Insured**, and only the **Wrongful Acts** of any president, chief executive officer or chief financial officer of the **Insured Entity** shall be imputed to the **Insured Entity**.

If purchased, the **DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART** is amended in the following manner:

I. The definition of “**Outside Entity**” in section **II. DEFINITIONS, (1)** is deleted and replaced by the following:

- (1) any not-for-profit entity classified by the Internal Revenue Code of 1986 and any amendments thereto,

II. Section **IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, (A)** is amended by the addition of the following:

However, this exclusion shall not apply under Insuring Agreement A.

III. Section **III. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, (G) (8)** is deleted and replaced by the following:

- (8) a civil proceeding by any bankruptcy trustee, examiner, receiver, liquidator, creditor(s) committee of the **Insured Entity** or rehabilitator (or any assignee thereof) after such bankruptcy trustee, examiner, receiver, liquidator, rehabilitator or similar official has been appointed;

IV. The following subparagraph is deleted from section **IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS**:

“Regarding exclusions (K) and (L) above: The Wrongful Act of an Insured shall not be imputed to any other Insured.”

If purchased, the **EMPLOYMENT PRACTICES LIABILITY COVERAGE PART** is amended in the following manner:

I. Section **I. INSURING AGREEMENTS, (A)** is amended by the addition of the following:

The foregoing notwithstanding, **Loss** resulting from a **Employee Data Privacy Wrongful Act** shall be subject to a Sub-limit of Liability of <\$AMOUNT> (the “Employee Data Sub-Limit”). The Employee Data Sub-limit of shall be the maximum aggregate amount that the Insurer shall pay during the **Policy Period** for all such **Loss** from all **Claims** covered under this Insuring Agreement,

which amount is part of, and not in addition to, the maximum aggregate limit of liability under Employment Practices Liability Coverage Part as set forth in ITEM 5 of the Declarations.

II. The definition of “**Employment Practices Wrongful Act**” in section II. **DEFINITIONS** is deleted and replaced by the following:

- (1) wrongful dismissal, discharge, or termination of employment (including constructive dismissal, discharge, or termination), wrongful failure or refusal to employ or promote, wrongful discipline or demotion, failure to grant tenure, negligent employment evaluation, or wrongful deprivation of career opportunity;
- (2) sexual or other workplace harassment, including bullying in the workplace, quid pro quo and hostile work environment;
- (3) employment discrimination, including discrimination based upon age, gender, race, color, national origin, religion, creed, marital status, sexual orientation or preference, gender identity or expression, genetic makeup, or refusal to submit to genetic makeup testing, pregnancy, disability, HIV or other health status, Vietnam Era Veteran or other military status, political affiliation, or other protected status established under federal, state, or local law, including any such discrimination as a result of disparate treatment;
- (4) **Retaliation**;
- (5) breach of any oral, written, or implied employment contract, including, without limitation, any obligation arising from a personnel manual, employee handbook, or policy statement;
- (6) employment-related defamation (including libel and slander) or misrepresentation;
- (7) employment-related violation of the Age Discrimination in Employment Act, the Family and Medical Leave Act and the Equal Pay Act;
- (8) violation of the Uniformed Services Employment and Reemployment Rights Act;
- (9) employment-related invasion of privacy, including, without limitation, an **Employee Data Privacy Wrongful Act**;
- (10) employment-related malicious prosecution, false arrest or imprisonment;
- (11) failure to create, provide for or enforce adequate or consistent employment-related policies and procedures; or
- (12) employment-related wrongful infliction of mental anguish or emotional distress.

Employment Practices Wrongful Act also means the following, but only when alleged in addition to or as part of any **Employment Practices Wrongful Act** described above:

- (a) the negligent retention, supervision, hiring or training of **Employees** or **Independent Contractors**; or
- (b) the breach of an **Independent Contractor Agreement**.

III. Section III. **EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, (A) (1)** is deleted and replaced by the following:

- (1) for bodily injury, sickness, disease, death, or non-employment related: invasion of privacy, false arrest or imprisonment, abuse of process, malicious prosecution, trespass, nuisance or wrongful entry or eviction, assault, battery, or loss of consortium; or for injury to or destruction of any tangible property including loss of use or diminution of value thereof; provided, however, that this exclusion shall not apply to that portion of **Loss** that directly results from employment-related:
 - (a) defamation (including libel and slander) or misrepresentation; or
 - (b) wrongful infliction of mental anguish or emotional distress, false arrest or imprisonment, or invasion of privacy (including, without limitation, an **Employee Data Privacy Wrongful Act**).

All other terms and conditions remain unchanged.

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part of policy number:

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PREMIER AMENDATORY – FOR NOTICE MANAGERS
GENERAL COUNSEL / RISK MANAGER / EQUIVALENT**

This endorsement modifies insurance provided under the following:

PRIVATE CHOICE PREMIERSM POLICY

As used in any purchased **Liability Coverage Part(s)** forming part of this Policy, the definition of **“Notice Manager”** in Section **II., DEFINITIONS**, is deleted and replaced with the following:

- **“Notice Manager”** means the General Counsel, Risk Manager, or any equivalent position to the foregoing, of the **Insured Entity**.

COMMON TERMS AND CONDITIONS is amended in the following manner:

I. Section **II. COMMON DEFINITIONS** is amended by the addition of the following:

- **“Foreign Jurisdiction”** means any jurisdiction, other than the United States or any of its territories or possessions.

II. The definition of **“Application”** in section **II. COMMON DEFINITIONS** is deleted and replaced by the following:

“Application” means:

- (1) the application or proposal form attached to and forming part of this Policy, together with any materials submitted therewith; and
- (2) any applications or proposal forms submitted in connection with any policy issued by the Insurer within twelve (12) months prior to the inception date of this Policy, of which this Policy is a renewal or replacement, together with any materials submitted therewith;

all of which will be retained on file by the Insurer and will be deemed to be physically attached to and form part of this Policy.

III. Section **VI. RETENTION, (A)**, is amended by the addition of the following:

However, if the Insurer recommends a settlement that is greater than the amount of the applicable Retention but within the Policy’s applicable Limit of Liability that is acceptable to a claimant (a **“Settlement Opportunity”**), the following additional rules apply:

- (1) If the **Insured** consents to the Insurer's first settlement offer within three (3) business days, then the **Insured's** applicable Retention shall be retroactively reduced by fifty percent (50%) or twenty-five thousand dollars (\$25,000), whichever is less. As a condition precedent to any such reduction, all **Insureds** involved in such **Claim** must consent to such settlement.
- (2) However, if a **Settlement Opportunity** arises and the **Insureds** do not consent to the Insurer's first settlement offer within the time prescribed above, the Retention shall remain the applicable amount set forth in ITEM 5 of the Declarations even if consent is given to a subsequent **Settlement Opportunity**.

IV. Section **XV. SUBROGATION, (B)** is deleted and replaced by the following:

(B) Solely with respect to all **Liability Coverage Parts**, the Insurer shall not exercise its rights of subrogation against an **Insured Person** under this Policy unless such **Insured Person** has:

- (1) obtained any personal profit, remuneration or advantage to which such **Insured Person** was not legally entitled, or
- (2) committed a criminal or deliberately fraudulent act or omission or any willful violation of law,

and if a final, non-appealable adjudication of the underlying proceeding establishes such personal profit, remuneration, advantage, act, omission, or violation.

If purchased, the **DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART** is amended in the following manner:

I. The following definitions are added to section **II. DEFINITIONS**:

- "**Enforcement Authority**" shall mean any federal, state, local bar and foreign law enforcement authority or other governmental investigative authority, including self-regulatory organizations.
- "**Personal Asset Protection Costs**" shall mean the reasonable and necessary fees, costs and expenses consented to by the Insurer and incurred by the President, Chief Executive Officer, or Chief Financial Officer of the **Named Entity** to oppose any efforts by an **Enforcement Authority** to seize or otherwise enjoin the personal assets or real estate property of such natural person, or to obtain the discharge or revocation of a court order entered on a covered **Claim** made during the **Policy Period** in any way impairing the use thereof.

II. The definition of "**Damages**" in section **II. DEFINITIONS**, is amended to include:

Damages also includes **Personal Asset Protection Costs**.

III. The definition of "**Insured Person Claim**" is amended in the following manner:

- The last sub-paragraph in this section is deleted and replaced by the following:

Solely with regard to coverage provided under Insuring Agreement A, **Insured Person Claim** includes the following:

- (i) a written request for an interview by a governmental entity or regulatory authority; or
- (ii) the service of a subpoena or other similar written request upon an **Insured Person** requiring the **Insured Person** to provide testimony or documents;

whether or not the **Insured Person** who received such request or subpoena allegedly committed a **Wrongful Act**; provided, however, that such request or subpoena **(i)** is not part of an examination, audit or inspection in the **Insured Entity's** normal course of business, or general oversight or compliance activity, and **(ii)** shall constitute a **Claim** only if and when the **Insureds** elect to give to the Insurer written notice thereof that complies with the notice requirements under this Policy. However, in such situations the Insurer shall pay the **Defense Costs** which are incurred solely by the **Insured Person** who receives such written request or subpoena.

IV. Section **III. COVERAGE EXTENSIONS, (A)** is amended to include the following:

In the event of any dispute as to whether an **Insured Person** was serving in such capacity with the knowledge and consent of the an **Insured Entity**, the Insurer shall, for a period of sixty (60) days, respond to such **Claim** as if such **Insured Person** did in fact serve with the **Insured Entity's** knowledge and consent. Coverage under the Policy shall continue after such sixty (60) day period so long as a chief executive officer, chief financial officer, the general counsel, or risk manager of the **Insured Entity** notifies the Insurer in writing that such **Insured Person** did in fact serve in such capacity at an **Outside Entity** with the **Insured Entity's** knowledge and consent.

V. Section **IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, (A)** is deleted and replaced by the following:

(A) for: bodily injury, sickness, disease, emotional distress, mental anguish, or death of any person; violations of the right of privacy; or damage to or destruction of any tangible property, including loss of use or diminution of value thereof; provided, however, that this exclusion shall not apply to **Loss** directly resulting from:

- (1)** a civil proceeding brought by a security holder of an **Insured Entity**, in their capacity as such, that is brought and maintained without the solicitation, assistance, or active participation of any **Insured Entity** or **Manager**;
- (2)** a **Derivative Action** or a **Derivative Demand**; or
- (3)** **Claims** for violations of the right of privacy brought under the Telephone Consumer Protection Act of 1991 ("TCPA Claims"), subject to a \$25,000 sub-limit ("TCPA Sub-Limit"). The TCPA Sub-limit shall be the maximum aggregate amount that the Insurer shall pay under this **Liability Coverage Part** for all **Loss** from all such TCPA Claims. The TCPA Sub-limit shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**;

VI. Section **IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, (D)** is deleted and replaced by the following:

(D) for any:

- (1)** actual or alleged discharge, dispersal, release, or escape of **Pollutants**, or any threat of such discharge, dispersal, release or escape; or
- (2)** direction, request or voluntary decision to test for, abate, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**;

provided, however, that this exclusion shall not apply to **Loss** otherwise covered under Insuring Agreement A or to the portion of **Loss** directly resulting from: **(i)** a civil proceeding

brought by a security holder of an **Insured Entity**, in their capacity as such, that is brought and maintained without the solicitation, assistance, or active participation of any **Insured Entity** or **Manager**; or (ii) a **Derivative Action** or a **Derivative Demand**.

- VII. Section **IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, (G)**, the introductory paragraph is deleted and replaced by the following:

(G) in connection with any **Claim** brought or maintained by or on behalf of any **Insureds** (in any capacity) of an **Insured Entity**, provided that this exclusion shall not apply to the portion of **Loss** directly resulting from:

- VIII. Section **IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, (K) and (L)** are amended to include the following:

It is understood and agreed that an alternative dispute resolution (ADR) proceeding shall not be considered final, non-appealable adjudication for the purpose of determining the applicability of this exclusion, unless the parties have agreed, or it has been judicially determined, that the ADR determination is not subject to appeal or similar judicial intervention. Provided, also, that for **Wrongful Acts** which are treated as a criminal violation in a **Foreign Jurisdiction** that are not treated as a criminal violation in the United States of America, the imposition of criminal fines or other criminal sanctions in such **Foreign Jurisdiction** will not, by itself, be conclusive that a deliberate fraudulent or intentional criminal act occurred.

- IX. Section **V. EXCLUSIONS APPLICABLE TO INSURING AGREEMENT (C), (A) (1)** is deleted and replaced by the following:

The Insurer shall not pay **Loss** under Insuring Agreement C for any actual or alleged liability under any contract or agreement, provided that this exclusion shall not apply to the extent that liability would have been incurred in the absence of such contract or agreement. However, this exclusion shall not apply to the portion of **Loss** directly resulting from: (i) a civil proceeding brought by a security holder of an **Insured Entity**, in their capacity as such, that is brought and maintained without the solicitation, assistance, or active participation of any **Insured Entity** or **Manager**; or (ii) a **Derivative Action** or a **Derivative Demand**.

If purchased, the **EMPLOYMENT PRACTICES LIABILITY COVERAGE PART** is amended in the following manner:

- I. The definition of "**Employment Practices Wrongful Act**" in section **II. DEFINITIONS** is deleted and replaced by the following:

- "**Employment Practices Wrongful Act**" means any:
 - (1) wrongful dismissal, discharge, or termination of employment (including constructive dismissal, discharge, or termination), wrongful failure or refusal to employ or promote, wrongful discipline or demotion, failure to grant tenure, negligent employment evaluation, or wrongful deprivation of career opportunity;
 - (2) sexual or other workplace harassment, including bullying in the workplace, quid pro quo and hostile work environment;
 - (3) employment discrimination, including discrimination based upon age, gender, race, color, national origin, religion, creed, marital status, sexual orientation or preference, gender identity or expression, genetic makeup, or refusal to submit to genetic makeup testing, pregnancy, disability, HIV or other health status, Vietnam Era Veteran or other military status, or other protected status established under federal, state, or local law,

including any such discrimination as a result of disparate treatment;

- (4) **Retaliation;**
- (5) breach of any oral, written, or implied employment contract, including, without limitation, any obligation arising from a personnel manual, employee handbook, or policy statement;
- (6) employment-related defamation (including libel and slander) or misrepresentation;
- (7) employment-related violation of the Age Discrimination in Employment Act, the Family and Medical Leave Act and the Equal Pay Act;
- (8) violation of the Uniformed Services Employment and Reemployment Rights Act;
- (9) employment-related wrongful infliction of mental anguish or emotional distress;
- (10) failure to create, provide for or enforce adequate or consistent employment-related policies and procedures; or
- (11) employment-related invasion of privacy (other than an **Employee Data Privacy Wrongful Act**).

Employment Practices Wrongful Act also means the following, but only when alleged in addition to or as part of any **Employment Practices Wrongful Act** described above:

- (a) the negligent retention, supervision, hiring or training of **Employees** or **Independent Contractors**;
- (b) employment-related false arrest or imprisonment;
- (c) the breach of an **Independent Contractor Agreement**; or
- (d) an **Employee Data Privacy Wrongful Act**.

II. Section **III. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, (A) (1)** is deleted and replaced by the following:

- (1) for bodily injury, sickness, disease, death, or non-employment related: invasion of privacy, false arrest or imprisonment, abuse of process, malicious prosecution, trespass, nuisance or wrongful entry or eviction, assault, battery, or loss of consortium; or for injury to or destruction of any tangible property including loss of use or diminution of value thereof; provided, however, that this exclusion shall not apply to that portion of **Loss** that directly results from employment-related:
 - (a) defamation (including libel and slander) or misrepresentation;
 - (b) wrongful infliction of mental anguish or emotional distress, or invasion of privacy (other than an **Employee Data Privacy Wrongful Act**); or
 - (c) false arrest or imprisonment, or **Employee Data Privacy Wrongful Act**, when alleged in connection with an otherwise covered **Employment Practices Wrongful Act**.

III. Section **III. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, (A) (5)** is deleted and replaced by the following:

- (5) for the liability of others assumed by an **Insured** under any contract or agreement; provided, however, this exclusion shall not apply to (i) liability that would have attached in the absence of such contract or agreement; or (ii) **Defense Costs**;

IV. Section **III. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS**, (C) is deleted and replaced by the following:

- (C) The Insurer shall not pay **Loss** for liability incurred for breach of any oral, written, or implied employment contract; provided, however, that this exclusion shall not apply to liability that would have been incurred in the absence of such contract nor shall it apply to the portion of **Loss** representing **Defense Costs** incurred to defend against such liability.

V. Section **IV. EXCLUSIONS APPLICABLE TO INSURING AGREEMENT** (B) is deleted.

If purchased, the **FIDUCIARY LIABILITY COVERAGE PART** section **III. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS**, (A), (7) and (8) are amended to include the following:

It is understood and agreed that an alternative dispute resolution (ADR) proceeding shall not be considered "final, non-appealable adjudication" for the purpose of determining the applicability of this exclusion, unless the parties have agreed, or it has been judicially determined, that the ADR determination is not subject to appeal or similar judicial intervention. Provided, also, that for **Wrongful Acts** which are treated as a criminal violation in a **Foreign Jurisdiction** that are not treated as a criminal violation in the United States of America, the imposition of criminal fines or other criminal sanctions in such **Foreign Jurisdiction** will not, by itself, be conclusive that a deliberate fraudulent or intentional criminal act occurred.

All other terms and conditions remain unchanged.

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part of policy number:

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PREMIER AMENDATORY – FOR NOTICE MANAGERS
RISK MANAGER / GENERAL COUNSEL / CHIEF FINANCIAL OFFICER**

This endorsement modifies insurance provided under the following:

PRIVATE CHOICE PREMIERSM POLICY

As used in any purchased **Liability Coverage Part(s)** forming part of this Policy, the definition of “**Notice Manager**” in Section II., **DEFINITIONS**, is deleted and replaced with the following:

- “**Notice Manager**” means the Risk Manager, General Counsel, or Chief Financial Officer of the **Insured Entity**.

COMMON TERMS AND CONDITIONS is amended in the following manner:

I. Section II. **COMMON DEFINITIONS**, is amended to include:

- “**Foreign Jurisdiction**” means any jurisdiction, other than the United States or any of its territories or possessions.

II. Section VI. **RETENTION, (B)** is amended to include the following:

Notwithstanding the foregoing, if and to the extent any covered **Loss** which is within any applicable retention under the Policy is paid by others on behalf of an **Insured**, or on behalf of an **Insured Person** by an Excess Side A Difference-in-Conditions policy, then such applicable retention under this Policy shall be eroded by the amount of such payment.

III. Section XIV. **CHANGES IN EXPOSURE** is amended to include the following:

- In the event of an initial public offering (“IPO”), the **Named Entity** may cancel this Policy effective as of the 12:01 on the date of such IPO and the Insurer shall retain the pro rata proportion of the premium calculated as of the effective date of such cancellation, notwithstanding any term or condition of this Policy to the contrary.

IV. Section XV. **SUBROGATION, (B)** is deleted and replaced by the following:

- (B)** Solely with respect to all **Liability Coverage Parts**, the Insurer shall not exercise its rights of subrogation against an **Insured Person** under this Policy unless such **Insured Person** has:

- (1) obtained any personal profit, remuneration or advantage to which such **Insured Person** was not legally entitled, or
- (2) committed a criminal or deliberately fraudulent act or omission or any willful violation of law,

and if a judgment or other final non-appealable adjudication of the underlying proceeding establishes such personal profit, remuneration, advantage, act, omission, or violation.

V. Section **XVI. APPLICATION, (B) (1) (b)** is deleted and replaced by the following:

- (b) knowledge possessed by any chief executive officer or chief financial officer of the **Named Entity**, or anyone signing the **Application**, shall be imputed to all **Insured Entities**. No other person's knowledge shall be imputed to an **Insured Entity**.

VI. Section **XVI. APPLICATION, (B) (2) (c)** is deleted and replaced by the following:

- (c) an **Insured Entity**, under Insuring Agreements (C) and (D), if any chief executive officer or chief financial officer to the foregoing of the **Named Entity**, anyone signing the **Application**, knew as of the Inception Date of this Policy the facts that were so misrepresented in the **Application**.

VII. The following sections are added to **COMMON TERMS AND CONDITIONS**:

INJUNCTIVE RELIEF

It is understood and agreed, wherever the phrase "non-monetary relief" is used in the Policy, "injunctive relief" is included therein.

SEVERABILITY OF EXCLUSIONS

For the purposes of determining the applicability of the exclusions of the **Liability Coverage Parts**, no **Wrongful Act** of any **Insured** shall be imputed to any other **Insured**

If purchased, the **DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART** is amended in the following manner:

I. The definition of "**Insured Person**" in section **II. DEFINITIONS**, is amended to include:

- **Insured person** also means any trustee of an **Insured Entity**, in their capacity as such. Moreover, solely for the Directors, Officers and Entity Liability Coverage Part, **Manager** also means any such trustee.

II. The definition of "**Outside Entity**" in section **II. DEFINITIONS, (1)** is deleted and replaced by the following:

- (1) any not-for-profit entity classified by the Internal Revenue Code of 1986 and any amendments thereto,

III. Section **IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, (F)** is deleted and replaced by the following:

- (F) for any actual or alleged violation of **ERISA** and any amendment thereto or any similar law; provided that this exclusion shall apply only with respect to the **Insured Entity's** welfare or benefit plans;

- IV. Section **IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS**, (K) and (L) are amended to include the following:

It is understood and agreed that an alternative dispute resolution (ADR) proceeding shall not be considered “final, non-appealable adjudication” for the purpose of determining the applicability of this exclusion, unless the parties have agreed, or it has been judicially determined, that the ADR determination is not subject to appeal or similar judicial intervention. Provided, also, that for **Wrongful Acts** which are treated as a criminal violation in a **Foreign Jurisdiction** that are not treated as a criminal violation in the United States of America, the imposition of criminal fines or other criminal sanctions in such **Foreign Jurisdiction** will not, by itself, be conclusive that a deliberate fraudulent or intentional criminal act occurred.

- V. The following subparagraph is deleted from section **IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS**:

“Regarding exclusions (K) and (L) above: The **Wrongful Act** of an **Insured** shall not be imputed to any other **Insured**.”

- VI. Section **V. EXCLUSIONS APPLICABLE TO INSURING AGREEMENT (C)**, (A) (1) is deleted and replaced by the following:

(A) The Insurer shall not pay **Loss** under Insuring Agreement (C) for any actual or alleged:

- (1) liability under any contract or agreement, provided that this exclusion shall not apply to the extent that liability would have been incurred in the absence of such contract or agreement. However, this exclusion shall not apply to the portion of **Loss** directly resulting from: (i) a civil proceeding brought by a security holder of an **Insured Entity**, in their capacity as such, that is brought and maintained without the solicitation, assistance, or active participation of any **Insured Entity** or **Manager**; (ii) a **Derivative Action** or a **Derivative Demand**; or (iii) **Defense Costs**;

If purchased, the **EMPLOYMENT PRACTICES LIABILITY COVERAGE PART** is amended in the following manner:

- I. The definition of “**Employment Practices Wrongful Act**” in section **II. DEFINITIONS** is deleted and replaced by the following:

- “**Employment Practices Wrongful Act**” means any:
 - (1) wrongful dismissal, discharge, or termination of employment (including constructive dismissal, discharge, or termination), wrongful failure or refusal to employ or promote, wrongful discipline or demotion, failure to grant tenure, negligent employment evaluation, or wrongful deprivation of career opportunity;
 - (2) sexual or other workplace harassment, including bullying in the workplace, quid pro quo and hostile work environment;
 - (3) employment discrimination, including discrimination based upon age, gender, race, color, national origin, religion, creed, marital status, sexual orientation or preference, gender identity or expression, genetic makeup, or refusal to submit to genetic makeup testing, pregnancy, disability, HIV or other health status, Vietnam Era Veteran or other military status, or other protected status established under federal, state, or local law, including any such discrimination as a result of disparate treatment;

- (4) **Retaliation;**
- (5) breach of any oral, written, or implied employment contract, including, without limitation, any obligation arising from a personnel manual, employee handbook, or policy statement;
- (6) employment-related defamation (including libel and slander) or misrepresentation;
- (7) employment-related violation of the Age Discrimination in Employment Act, the Family and Medical Leave Act and the Equal Pay Act;
- (8) violation of the Uniformed Services Employment and Reemployment Rights Act;
- (9) employment-related wrongful infliction of mental anguish or emotional distress;
- (10) failure to create, provide for or enforce adequate or consistent employment-related policies and procedures; or
- (11) employment-related invasion of privacy (other than an **Employee Data Privacy Wrongful Act**).

Employment Practices Wrongful Act also means the following, but only when alleged in addition to or as part of any **Employment Practices Wrongful Act** described above:

- (a) the negligent retention, supervision, hiring or training of **Employees** or **Independent Contractors**;
- (b) employment-related false arrest or imprisonment;
- (c) the breach of an **Independent Contractor Agreement**; or
- (d) an **Employee Data Privacy Wrongful Act**.

II. Section **III. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, (A) (1)** is deleted and replaced by the following:

- (1) for bodily injury, sickness, disease, death, or non-employment related: invasion of privacy, false arrest or imprisonment, abuse of process, malicious prosecution, trespass, nuisance or wrongful entry or eviction, assault, battery, or loss of consortium; or for injury to or destruction of any tangible property including loss of use or diminution of value thereof; provided, however, that this exclusion shall not apply to that portion of **Loss** that directly results from employment-related:
 - (a) defamation (including libel and slander) or misrepresentation;
 - (b) wrongful infliction of mental anguish or emotional distress, or invasion of privacy (other than an **Employee Data Privacy Wrongful Act**); or
 - (c) false arrest or imprisonment, or **Employee Data Privacy Wrongful Act**, when alleged in connection with an otherwise covered **Employment Practices Wrongful Act**.

III. Section **III. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, (A) (5)** is deleted and replaced by the following:

- (5) in connection with any **Claim** based upon, arising from, or in any way related to the liability of others assumed by an **Insured** under any contract or agreement; provided, however, this exclusion shall not apply to (i) liability that would have attached in the absence of such contract or agreement or (ii) **Defense Costs**;

IV. Section **III. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, (A)** is amended by the addition of the following:

- for compensation earned by any claimant in the course of employment but not paid for any reason by the **Insured Entity**, including any unpaid salary, wages, bonuses, overtime, severance pay, retirement benefits, prerequisites, fringe benefits, vacation days, sick days and medical benefits or insurance to which a claimant is or is alleged to be entitled had the **Insured Entity** provided the claimant with a continuation or conversion of such benefits or insurance (or the equivalent value of any such compensation or benefits allegedly earned but not paid); provided, however, that this exclusion shall not apply to that portion of a computation of **Damages** based on compensation purportedly earned by any claimant in the course of employment, where such computation of **Damages** is as a result of an adjudication, settlement, or other agreement between the **Insured**, Insurer, and claimant(s). However this exception shall not include any unpaid salary, wages, bonuses, overtime, severance pay, retirement benefits, prerequisites, fringe benefits, vacation days, sick days and medical benefits or insurance to which a claimant is entitled had the **Insured Entity** provided the claimant with a continuation or conversion of such benefits or insurance (or the equivalent value of any such compensation or benefits allegedly earned but not paid).

V. Section **III. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, (B) (1)** is deleted.

If purchased, the **FIDUCIARY LIABILITY COVERAGE PART** is amended in the following manner:

I. The definition of "**Damages**" in section **II. DEFINITIONS** is amended as follows:

- Sub-paragraph **(7)** is deleted; and
- Sub-paragraph **(a) (iv)**, is amended by deleting the bullet therein which stated:
 - under the English Pension Scheme Act of 1993, the English Pension Act of 1995, or the Pensions Act of 2004 and 2008 (all as amended from time to time) by the Pensions Regulator; or

and replacing it with the following:

- by either the United Kingdom's Pensions Ombudsman or the Pension Regulator or any successor body thereto; or

II. Section **III. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, (A) (5)** is deleted and replaced with the following:

- (5) in connection with any **Claim** based upon, arising from, or in any way related to the liability of others assumed under any contract or agreement, provided that this exclusion shall not apply to (i) **Defense Costs** or (ii) liability:
- (a) that would have been incurred in the absence of such contract or agreement; or
 - (b) assumed under any agreement or declaration of trust under which any **Insured Plan** was established;

- III. Section **III. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, (A), (7) and (8)** are amended to include the following:

It is understood and agreed that an alternative dispute resolution (ADR) proceeding shall not be considered "final, non-appealable adjudication" for the purpose of determining the applicability of this exclusion, unless the parties have agreed, or it has been judicially determined, that the ADR determination is not subject to appeal or similar judicial intervention. Provided, also, that for acts or omissions which are treated as a criminal violation in a **Foreign Jurisdiction** that are not treated as a criminal violation in the United States of America, the imposition of criminal fines or other criminal sanctions in such **Foreign Jurisdiction** will not, by itself, be conclusive that a deliberate fraudulent or intentional criminal act occurred;

All other terms and conditions remain unchanged.

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ANTITRUST EXCLUSION – DEFENSE COSTS CARVEBACK
(DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART)**

This endorsement modifies insurance provided under the following:

PRIVATE CHOICE PREMIERSM POLICY

DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART, section **IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, (A)** is amended to include:

- for any actual or alleged price fixing, restraint of trade, monopolization, or violation of the Sherman Antitrust Act, Clayton Act, or any similar law regulating antitrust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities; provided, however, this exclusion shall not apply to **Defense Costs** incurred to defend such allegations.

All other terms and conditions remain unchanged.

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ANTITRUST EXCLUSION – LIMITED APPLICATION TO LOSS
(DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART)**

This endorsement modifies insurance provided under the following:

PRIVATE CHOICE PREMIERSM POLICY

The **DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART** section **V. EXCLUSIONS APPLICABLE TO INSURING AGREEMENT (C), (A) (6)** is deleted and replaced with:

- (6)** price fixing, restraint of trade, monopolization, unfair trade practices or any violation of the Federal Trade Commission Act, Sherman Antitrust Act, Clayton Act, or any similar law regulating antitrust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities; provided, however, this exclusion shall not apply to the first <\$AMOUNT> of **Loss** of the applicable Limit of Liability as set forth in ITEM 5 of the Declarations for this Policy. This provision does not increase the Insurer's maximum liability under this Policy as set forth in ITEM 5 of the Declarations of this Policy.

All other terms and conditions remain unchanged.

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DELETE PRODUCT EXCLUSION AND AMEND PROFESSIONAL SERVICES EXCLUSION
ALL INSURING AGREEMENTS / PREAMBLE / FAILURE TO SUPERVISE EXCEPTION
(DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART)**

This endorsement modifies insurance provided under the following:

PRIVATE CHOICE PREMIERSM POLICY

The **DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART** is amended as follows:

- I. Section **IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS** is amended by the addition of the following:
 - for any actual or alleged rendering of, or failure to render, any services for or on behalf of others for a fee, including, without limitation, services performed by or on behalf of the **Insureds** for or on behalf of a customer or client; provided, however, that this exclusion shall not apply to the portion of **Loss** directly resulting from:
 - (1) a civil proceeding brought by a security holder of an **Insured Entity**, in their capacity as such, that is brought and maintained without the solicitation, assistance, or active participation of any **Insured Entity** or **Manager**;
 - (2) a civil proceeding brought by a security holder of an **Insured Entity**, in their capacity as such, resulting from the actual or alleged failure of a **Manager** to properly supervise or manager such services; or
 - (3) a **Derivative Action** or a **Derivative Demand**.
- II. Section **V. EXCLUSIONS APPLICABLE TO INSURING AGREEMENT (C), (C)** is deleted.

All other terms and conditions remain unchanged.

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DELETE PRODUCT EXCLUSION AND AMEND PROFESSIONAL SERVICES EXCLUSION
PREAMBLE / FAILURE TO SUPERVISE EXCEPTION
(DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART)**

This endorsement modifies insurance provided under the following:

PRIVATE CHOICE PREMIERSM POLICY

The **DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART** is amended as follows:

Section **V. EXCLUSIONS APPLICABLE TO INSURING AGREEMENT (C), (C)** is deleted and replaced by the following:

- (C)** The **Insurer** shall not pay **Loss** under Insuring Agreement (C) in connection with any **Claim** for any actual or alleged rendering of, or failure to render, any services for or on behalf of others for a fee, including, without limitation, services performed by or on behalf of the **Insureds** for or on behalf of a customer or client; provided, however, that this exclusion shall not apply to the portion of **Loss** directly resulting from:
- (1)** a civil proceeding brought by a security holder of an **Insured Entity**, in their capacity as such, that is brought and maintained without the solicitation, assistance, or active participation of any **Insured Entity** or **Manager**;
 - (2)** a **Derivative Action** or a **Derivative Demand**; or
 - (3)** a civil proceeding brought by a security holder of an **Insured Entity**, in their capacity as such, resulting from the actual or alleged failure of a **Manager** to properly supervise or manager such services.

All other terms and conditions remain unchanged.

State:	District of Columbia	First Filing Company:	Twin City Fire Insurance Company, ...
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0022 Other		
Product Name:	PRIVATE CHOICE PREMIER PROGRAM		
Project Name/Number:	PRIVATE CHOICE PREMIER PROGRAM/FN.13HS.717.2020.03		

Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	FORMS LIST
Comments:	
Attachment(s):	CW Forms List - 2020.03.pdf
Item Status:	
Status Date:	

Private Choice Premier

Form No.	Title	Description	Mandatory or Optional	Restricts, Broadens or Clarifies
PP 00 H135 00 0220	Premier Amendatory – for Notice Managers / Risk Manager / General Counsel / Equivalent	Amendatory endorsement that can be used for organizations that have the following positions - Risk Manager, General Counsel, or Equivalent.	O	B
PP 00 H136 00 0220	Premier Amendatory – for Notice Managers / HR Director (EPL Only) / Risk Manager / CEO / CFO	Amendatory endorsement that can be used for organizations that have the following positions - HR Director, Risk Manager, CEO, and CFO.	O	B
PP 00 H137 00 0220	Premier Amendatory – for Notice Managers / General Counsel / Risk Manager / Equivalent	Amendatory endorsement that can be used for organizations that have the following positions - General Counsel, Risk Manager, or Equivalent.	O	B
PP 00 H138 00 0220	Premier Amendatory – for Notice Managers / Risk Manager / General Counsel / Chief Financial Officer	Amendatory endorsement that can be used for organizations that have the following positions - Risk Manager, General Counsel, or Chief Financial Officer.	O	B
PP 00 H379 00 0220	Anti-Trust Exclusion – Defense Costs Carveback (Directors, Officers and Entity Liability Coverage Part)	Adds an exclusion for antitrust claims with a carveback for defense costs.	O	R
PP 00 H380 00 0220	Anti-Trust Exclusion – Limited application to loss (Directors, Officers and Entity Liability Coverage Part)	Deletes unfair trade exclusion and replaces with limited application to loss for claims involving antitrust and unfair trade allegations.	O	B/R
PP 00 H381 00 0220	Delete Product Exclusion and Amend Professional Services Exclusion All Insuring Agreements / Preamble / Failure to Supervise Exception (Directors, Officers and Entity Liability Coverage Part)	Deletes product exclusion and amends professional services exclusion to apply to all insuring agreements, preamble, and adds shareholder carveback for failure to supervise claims.	O	B/R
PP 00 H382 00 0220	Delete Product Exclusion and Amend Professional Services Exclusion Preamble / Failure to Supervise Exception (Directors, Officers and Entity Liability Coverage Part)	Deletes product exclusion and amends professional services exclusion preamble and adds shareholder carveback for failure to supervise claims.	O	B

State:	District of Columbia	First Filing Company:	Twin City Fire Insurance Company, ...
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0022 Other		
Product Name:	PRIVATE CHOICE PREMIER PROGRAM		
Project Name/Number:	PRIVATE CHOICE PREMIER PROGRAM/FN.13HS.717.2020.03		

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
02/13/2020		Form	Premier Amendatory – for Notice Managers / HR Director (EPL Only) / Risk Manager / CEO / CFO	02/14/2020	PP00H136.pdf (Superceded)

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part of policy number:

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PREMIER AMENDATORY – FOR NOTICE MANAGERS
HR DIRECTOR (EPL ONLY) / RISK MANAGER / CEO / CFO**

This endorsement modifies insurance provided under the following:

PRIVATE CHOICE PREMIERSM POLICY

As used in any purchased **Liability Coverage Part(s)** forming part of this Policy, the definition of "**Notice Manager**" in section **II. DEFINITIONS**, is deleted and replaced with the following:

- "**Notice Manager**" means the Human Resources Director of the **Insured Entity** (but only with respect to notice obligations set forth under the EMPLOYMENT PRACTICES LIABILITY COVERAGE PART), and the Risk Manager, Chief Executive Officer, or Chief Financial Officer of the **Insured Entity**.

COMMON TERMS AND CONDITIONS is amended in the following manner:

I. Section **II. COMMON DEFINITIONS** is amended to include:

- "**Bankruptcy Law**" means Title 11 of the United States Bankruptcy Code (as amended), or any similar state, local, or foreign law.

II. The definition of "**Claim**" in section **II. COMMON DEFINITIONS** is amended to include:

- With respect to the **Liability Coverage Parts**, the definition of **Claim** shall include any request, demand or subpoena by a regulatory, administrative, governmental or similar authority, pursuant to the United Kingdom Corporate Manslaughter and Corporate Homicide Act of 2007 or any similar criminal statute, to interview or depose an **Insured Person**, or for the production of documents by an **Insured Person**, in his or her capacity as such.

III. The definition of "**Manager**" in section **II. COMMON DEFINITIONS** is amended to include:

- **Manager** also means an actual or alleged de facto or shadow director of an **Insured Entity** while acting on behalf of the **Insured Entity** and to whom the **Insured Entity** has a written indemnification agreement.

IV. Section **VII. DEFENSE AND SETTLEMENT**, (G), is deleted and replaced by the following:

Commented [TA(C1)]: Conflicts with NY H004

- (G) With respect to a covered **Claim** for which the Insurer does not have the duty to defend, subject to section XI (B) the Insurer shall advance on behalf of the **Insureds** those **Defense Costs** which the **Insureds** have incurred in connection with **Claims** made against them, on a current basis, but no later than sixty (60) days after receipt by the Insurer of such defense bills, provided always that to the extent it is established that any such **Defense Costs** are not covered under this Policy, the **Insureds** agree to repay to the Insurer such non-covered **Defense Costs**.

V. Section **XIV. CHANGES IN EXPOSURE** is amended to include the following:

- In the event of an initial public offering ("IPO"), the **Named Entity** may cancel this Policy effective as of the 12:01 on the date of such IPO and the Insurer shall retain the pro rata proportion of the premium calculated as of the effective date of such cancellation, notwithstanding any term or condition of this Policy to the contrary.

VI. Section **XV. SUBROGATION, (B)**, is deleted and replaced by the following:

Commented [TA(C2)]: Might conflict with amendatories

- (B) Solely with respect to all **Liability Coverage Parts**, the Insurer shall not exercise its rights of subrogation against an **Insured Person** under this Policy unless such **Insured Person** has:

- (1) obtained any personal profit, remuneration or advantage to which such **Insured Person** was not legally entitled, or
- (2) committed a criminal or deliberately fraudulent act or omission or any willful violation of law,

and if a judgment or other final non-appealable adjudication of the underlying proceeding establishes such personal profit, remuneration, advantage, act, omission, or violation.

VII. Section **XVI. APPLICATION, (B) (1) (b)**, is deleted and replaced by the following:

Commented [TA(C3)]: Conflicts with ME, NY & VA

- (b) knowledge possessed by any chief executive officer or chief financial officer of the **Named Entity**, or anyone signing the **Application**, shall be imputed to all **Insured Entities**. No other person's knowledge shall be imputed to an **Insured Entity**.

VIII. Section **XVI. APPLICATION, (B) (2) (c)**, is deleted and replaced by the following:

Commented [TA(C4)]: Conflicts with VA (i.e. material fact)

- (c) an **Insured Entity**, under Insuring Agreements (C) and (D), if any chief executive officer or chief financial officer to the foregoing of the **Named Entity**, or anyone signing the **Application**, knew as of the Inception Date of this Policy the facts that were so misrepresented in the **Application**.

IX. Section **XIX. BANKRUPTCY OR INSOLVENCY** is amended to include the following:

It is understood that the coverage provided under the Directors, Officers and Entity Liability Coverage Part is intended to protect and benefit **Managers**. In the event that a liquidation or reorganization proceeding is commenced by an **Insured Entity** (whether voluntarily or involuntarily) under **Bankruptcy Law** then, in regard to a **Claim** under this policy, the **Insureds** agree:

- (1) to waive and release any automatic stay or injunction to the extent it may apply in such proceeding to the proceeds of this Policy under **Bankruptcy Law**; and

- (2) not to oppose or object to any efforts by the Insurer or any **Insured** to obtain relief from any stay or injunction applicable to the proceeds of this Policy resulting from the commencement of a proceeding under **Bankruptcy Law**.

X. The following sections are added to the **COMMON TERMS AND CONDITIONS**:

INJUNCTIVE RELIEF

It is understood and agreed, wherever the phrase "non-monetary relief" is used in the Policy, "injunctive relief" is included therein.

SEVERABILITY OF EXCLUSIONS

For the purposes of determining the applicability of the exclusions of the **Liability Coverage Parts**, no **Wrongful Act** of any **Insured** shall be imputed to any other **Insured**, and only the **Wrongful Acts** of any president, chief executive officer or chief financial officer of the **Insured Entity** shall be imputed to the **Insured Entity**.

If purchased, the **DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART** is amended in the following manner:

I. The definition of "**Outside Entity**" in section **II. DEFINITIONS, (1)** is deleted and replaced by the following:

- (1) any not-for-profit entity classified by the Internal Revenue Code of 1986 and any amendments thereto,

II. Section **IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, (A)** is amended by the addition of the following:

However, this exclusion shall not apply under Insuring Agreement A.

III. Section **III. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, (G) (8)** is deleted and replaced by the following:

- (8) a civil proceeding by any bankruptcy trustee, examiner, receiver, liquidator, creditor(s) committee of the **Insured Entity** or rehabilitator (or any assignee thereof) after such bankruptcy trustee, examiner, receiver, liquidator, rehabilitator or similar official has been appointed;

IV. The following subparagraph is deleted from section **IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS**:

"Regarding exclusions (K) and (L) above: The Wrongful Act of an Insured shall not be imputed to any other Insured."

If purchased, the **EMPLOYMENT PRACTICES LIABILITY COVERAGE PART** is amended in the following manner:

I. Section **I. INSURING AGREEMENTS, (A)** is amended by the addition of the following:

The foregoing notwithstanding, **Loss** resulting from a **Employee Data Privacy Wrongful Act** shall be subject to a Sub-limit of Liability of **<AMOUNT>** (the "Employee Data Sub-Limit"). The Employee Data Sub-limit shall be the maximum aggregate amount that the Insurer shall pay during the **Policy Period** for all such **Loss** from all **Claims** covered under this Insuring Agreement,

which amount is part of, and not in addition to, the maximum aggregate limit of liability under Employment Practices Liability Coverage Part as set forth in ITEM 5 of the Declarations.

II. The definition of “**Employment Practices Wrongful Act**” in section II. **DEFINITIONS** is deleted and replaced by the following:

- (1) wrongful dismissal, discharge, or termination of employment (including constructive dismissal, discharge, or termination), wrongful failure or refusal to employ or promote, wrongful discipline or demotion, failure to grant tenure, negligent employment evaluation, or wrongful deprivation of career opportunity;
- (2) sexual or other workplace harassment, including bullying in the workplace, quid pro quo and hostile work environment;
- (3) employment discrimination, including discrimination based upon age, gender, race, color, national origin, religion, creed, marital status, sexual orientation or preference, gender identity or expression, genetic makeup, or refusal to submit to genetic makeup testing, pregnancy, disability, HIV or other health status, Vietnam Era Veteran or other military status, political affiliation, or other protected status established under federal, state, or local law, including any such discrimination as a result of disparate treatment;
- (4) **Retaliation**;
- (5) breach of any oral, written, or implied employment contract, including, without limitation, any obligation arising from a personnel manual, employee handbook, or policy statement;
- (6) employment-related defamation (including libel and slander) or misrepresentation;
- (7) employment-related violation of the Age Discrimination in Employment Act, the Family and Medical Leave Act and the Equal Pay Act;
- (8) violation of the Uniformed Services Employment and Reemployment Rights Act;
- (9) employment-related invasion of privacy, including, without limitation, an **Employee Data Privacy Wrongful Act**;
- (10) employment-related malicious prosecution, false arrest or imprisonment;
- (11) failure to create, provide for or enforce adequate or consistent employment-related policies and procedures; or
- (12) employment-related wrongful infliction of mental anguish or emotional distress.

Employment Practices Wrongful Act also means the following, but only when alleged in addition to or as part of any **Employment Practices Wrongful Act** described above:

- (a) the negligent retention, supervision, hiring or training of **Employees** or **Independent Contractors**; or
- (b) the breach of an **Independent Contractor Agreement**.

III. Section III. **EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, (A) (1)** is deleted and replaced by the following:

- (1) for bodily injury, sickness, disease, death, or non-employment related: invasion of privacy, false arrest or imprisonment, abuse of process, malicious prosecution, trespass, nuisance or wrongful entry or eviction, assault, battery, or loss of consortium; or for injury to or destruction of any tangible property including loss of use or diminution of value thereof; provided, however, that this exclusion shall not apply to that portion of **Loss** that directly results from employment-related:
- (a) defamation (including libel and slander) or misrepresentation; or
 - (b) wrongful infliction of mental anguish or emotional distress, false arrest or imprisonment, or invasion of privacy (including, without limitation, an **Employee Data Privacy Wrongful Act**).

All other terms and conditions remain unchanged.